

Hon. John C. Coughenour

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

VLADIMIR V. ZAYTSEV, an unmarried
individual,

Plaintiff,

vs.

CAL-WESTERN RECONVEYANCE
CORPORATION OF WASHINGTON, A
Washington Corporation, HOMECOMINGS)
FINANCIAL NETWORK, INC., a Delaware)
Corporation, AURORA LOAN SERVICES,)
LLC, a Nebraska Company, WEST)
HORIZON FINANCIAL, INC., A)
Washington Company, and MORTGAGE)
ELECTRONIC REGISTRATION SYSTEMS,)
INC., a California Company,)

Defendants.

Case No. 2:10-cv-00164-JCC

DEFENDANT WEST HORIZON
FINANCIAL, INC.'S
ANSWER AND AFFIRMATIVE
DEFENSES TO THE
PLAINTIFF'S FIRST
AMENDED COMPLAINT

COMES NOW the Defendant, West Horizon Financial, Inc., by
and through its attorney of record, Stephan D. Wakefield of
Hecker Wakefield & Feilberg, P.S., and hereby deny each and every
allegation contained in the Plaintiff's Complaint except as
hereinafter specifically admitted as follows:

I. ANSWER

1. Defendant is without sufficient knowledge as to the

DEFENDANT WEST HORIZON FINANCIAL'S
ANSWER AND AFFIRMATIVE DEFENSES - 1

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1 truth or falsity of the allegations contained therein and
2 therefore deny the same.

3 2. Defendant is without sufficient knowledge as to the
4 truth or falsity of the allegations contained therein and
5 therefore deny the same.

6 3. Defendant is without sufficient knowledge as to the
7 truth or falsity of the allegations contained therein and
8 therefore denies the same.

9 4. Defendant is without sufficient knowledge as to the
10 truth or falsity of the allegations contained therein and
11 therefore deny the same.

12 5. Defendant is without sufficient knowledge as to the
13 truth or falsity of the allegations contained therein and
14 therefore denies the same.

15 6. Defendant is without sufficient knowledge as to the
16 truth or falsity of the allegations contained therein and
17 therefore denies the same.

18 7. Admitted.

19 8. Admitted.

20 9. Defendant is without sufficient knowledge as to the
21 truth or falsity of the allegations contained therein and
22 therefore denies the same.

23 10. Admitted.

24 11. Defendant is without sufficient knowledge as to the
25

1 truth or falsity of the allegations contained therein and
2 therefore denies the same.

3 12. Defendant is without sufficient knowledge as to the
4 truth or falsity of the allegations contained therein and
5 therefore denies the same.

6 13. Defendant is without sufficient knowledge as to the
7 truth or falsity of the allegations contained therein and
8 therefore denies the same.

9 14. Defendant is without sufficient knowledge as to the
10 truth or falsity of the allegations contained therein and
11 therefore denies the same.

12 15. Defendant is without sufficient knowledge as to the
13 truth or falsity of the allegations contained therein and
14 therefore denies the same.

15 16. Denied

16 17. Defendant is without sufficient knowledge as to the
17 truth or falsity of the allegations contained therein and
18 therefore denies the same.

19 18. Defendant is without sufficient knowledge as to the
20 truth or falsity of the allegations contained therein and
21 therefore denies the same.

22 19. Defendant is without sufficient knowledge as to the
23 truth or falsity of the allegations contained therein and
24 therefore denies the same.
25

20. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

21. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

22. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

23. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

24. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

25. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

26. Denied.

27. The Promissory Note speaks for itself.

28. The loan documents speak for themselves.

29. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

30. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

31. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

32. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

33. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

34. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

35. Defendant incorporates by reference its Answers to the above paragraphs.

36. Defendant is without sufficient knowledge as to the truth or falsity of the allegations contained therein and therefore denies the same.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

42. Denied.

43. Defendant incorporates by reference its Answers to the above paragraphs.

44. Denied.

45. Denied in its entirety.

46. Denied.

47. Denied.

48. Defendant incorporates by reference its Answers to the above paragraphs.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

53. Denied.

II. AFFIRMATIVE DEFENSES

By way of further Answer to Plaintiff's Complaint, and by way of Affirmative Defenses, Defendant stated and alleged as follows:

42. Plaintiff, by its conduct and/or acts, words or silence, is estopped from claiming the relief requested.

43. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

44. Defendant has just cause for its actions.

45. Plaintiff, by its conduct and/or acts, words or
silence, has waived any claims it may have against the
Defendants.

46. Plaintiff's claim is barred by the Statute of
Limitations.

47. Defendant's actions were justified.

48. Plaintiff's claims are barred by accord and
satisfaction.

49. Plaintiff's claims are barred for failure of
consideration.

51. Plaintiff's claims are barred by the Statute of Frauds.

52. Plaintiff's injuries and damages, if any, are
diminished and/or extinguished due to setoff for the amounts due
to the Defendants by the Plaintiff.

53. The Truth In Lending Act (hereinafter "TILA") does not
apply to private rights of action.

54. The TILA claim is time barred.

55. The Real Estate Settlement Procedures Act (hereinafter
"RESPA") claim is time barred.

56. RESPA does not apply to the Defendant West Horizon
Financial for failure to disclose a Yield Spread Premium.

WHEREFORE, having fully answered Plaintiff's Complaint,
having allege Affirmative Defenses and a Counterclaim against the
Plaintiff, the Defendants request the following relief:

DEFENDANT WEST HORIZON FINANCIAL'S
ANSWER AND AFFIRMATIVE DEFENSES - 7

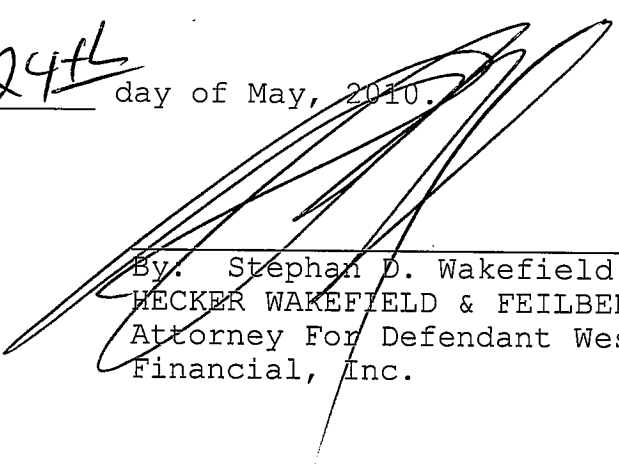
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1. For dismissal of Plaintiff's Complaint in its entirety
with prejudice;

2. For an award of the Defendant's reasonable attorney
fees and costs as provided by statute, agreement between the
parties and other rule of law; and

3. For such other and further relief as the Court deems
just and equitable.

DATED this 24th day of May, 2010.

By:  Stephan D. Wakefield WSBA #22762
HECKER WAKEFIELD & FEILBERG, P.S.
Attorney For Defendant West Horizon
Financial, Inc.